Bangalore Electricity Supply Company Limited (BESCOM)
(A Govt. Of Karnataka Undertaking)

REQUEST FOR PROPOSAL (RFP)

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED, Corporate Office, K.R. Circle, Bangalore-560 001, Karnataka

Invites Electronic Bids from eligible Bidders for the Work mentioned below, under Competitive Bidding against tender number:

BESCOM/GM-IT/DGM-IT3/BC-48/2023-24/15/CALL-3

FOR

Selection of Bidder for providing online payment services to BESCOM through BBPS platform

Office of GM (ICT & MIS), BESCOM,
Belaku Bhawan,
K R Circle , Corporate Office, Bangalore-560001

Disclaimer

This Request for Proposal (RFP) is for RFP for Selection of Bidder for providing online payment services to BESCOM through BBPS platform. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither BESCOM, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of BESCOM. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. BESCOM shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of BESCOM, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

BESCOM shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of BESCOM in selecting the Agency who qualifies through this RFP shall be final and BESCOM reserves the right to reject any or all the bids without assigning any reason thereof. BESCOM may terminate the RFP process at any time without assigning any reason and upon such termination BESCOM shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BESCOM or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and the BESCOM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the selection process.

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KEY EVENTS AND DATES

1	Tender Inviting Authority	GM (ICT &MIS), BESCOM
2	Job Requirement	As per KPP portal
3	Date of Publication of RFP	As per KPP portal
4	Last date of Receiving Queries/ Clarification	As per KPP portal
5	Time, Date and venue of Pre - bid meeting	As per KPP portal
6	Date of Response to Bidder Queries	As per KPP portal
7	Last Date of Submission of bids	As per KPP portal
8	Bid Processing Fee Payable	As per KPP portal
9	Amount Put To Tender	Rs.37,46,73,600 /-
10	Earnest Money Deposit	Rs.37,47,000 /-
11	Name of the contact person for any clarification	GM(ICT & MIS), BESCOM Email: gmit@bescom.co.in Contact No:9449844720 DGM(IT3), BESCOM Email: dgmit3@bescom.co.in Contact No:9449844848 DGM(OPC), BESCOM Email: dgmopc@bescom.co.in Contact No:9449868920
12	Date till which the bid submitted in response to RFP is valid	180 days from the last date of submission of bids.

1. SECTION I: INTRODUCTION

1.1 ABOUT BESCOM

Bangalore Electricity Supply Company Limited (BESCOM) hereinafter referred to as BESCOM or Purchaser is a Government of Karnataka undertaking is responsible for the distribution of Electricity within the State of Karnataka currently serves around One Crore Consumers throughout Eight District. BESCOM has 9 (Nine) circles, 32 (Thirty-Two) divisions and 147 (One Hundred and Forty-Seven) sub-divisions and 534 section offices.

BESCOM has already taken various initiatives in order to improve its operational efficiencies and deliver enhanced services to the consumers under its jurisdiction.

Meter reading, Billing and Collection is the core business activity of BESCOM. BESCOM has enabled online payments of electricity bills through credit card, debit card, net banking, e-wallets, and UPI.

Every month, around 36 lakh consumers are paying electricity bills through online modes which are processed by Bharat Bill Payment System (BBPS).

1.2 OBJECTIVE OF THE RFP

The objective of this RFP is to select bidder for facilitating collection of electricity bill payments through BBPS platform. BESCOM invites offers through KPP portal (https://kppp.karnataka.gov.in) in two Parts (Techno- Commercial Bid and Price bid) from eligible bidders for providing services through “Bharat Bill Payment System (BBPS) from approved Operating Units of National Payment Corporation of India (NPCI) for collection of Energy bills”.

2. SECTION II: INSTRUCTION TO BIDDERS

2.1 INSTRUCTIONS

2.2.1 The General Manager (ICT & MIS) Corporate Office, BESCOM on behalf of Bangalore Electricity Supply Company Limited invites tender vide Enquiry Tender No: BESCOM/GM-IT/DGM-IT3/BC-48/2022-23/15/CALL-3 in two parts (Techno Commercial Bid and Price Bid) through KPP portal (https://kppp.karnataka.gov.in) for Selection of Bidder for providing online payment services to BESCOM through BBPS platform.

2.2 COST OF BIDDING

2.2.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, Techno - Commercial and other presentations etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3 UNDERSTANDING OF BID DOCUMENTS

2.3.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.4 LANGUAGE OF BID

2.4.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.5 CURRENCIES OF BID

2.5.1 Bidders may express their bid price in Indian Rupees only. Price Bid in any currency other than INR will be treated as non-responsive and hence will be rejected.

2.6 BID PRICES

2.6.1 Unless otherwise specified in the Scope of Work, Bidders shall quote for the entire Services on a Single Responsibility/ Turnkey basis such that the total Bid price covers all the obligations of the Bidder mentioned in or to be reasonably inferred from the Tender Document in respect of providing the product/services.

2.6.2 Bidders are required to quote the price for the required items as per Scope of Work specified in RFP.

2.6.3 The prices quoted as part of the financial proposal must be firm and final and shall not be subject to any escalation, on any account whatsoever. However, tax rates(GST) will be the prevailing rates as per government orders from time to time thereon.

2.7 PERFORMANCE GUARANTEE

2.7.1 The successful bidder shall furnish the performance security in the form of Performance Bank Guarantee (PBG) issued by any nationalized bank or scheduled commercial bank payable at Bangalore.

- Within 30 days from the date of issue of Letter of Intent (LOI)
- Amount of PBG shall be equal to 3 days online payment amount of BESCOM collected through BBPS platform based on average collection for last six months or minimum of Rs.19 Cr., whichever is higher.
- The PBG shall be valid till 90 days after the contract period.
- PBG amount will be reviewed by BESCOM at regular intervals during the contract period and the revised PBG amount will be calculated based on 3 days average online payment amount of BESCOM collected through BBPS platform in last six months. The equivalent shortfall in PBG amount shall also be submitted by the selected bidder within thirty (30) days to BESCOM from date of its claim by BESCOM.
- Performance Bank Guarantee (PBG) will not carry any interest.
- BESCOM at its liberty reserves the right to exempt the performance Bank Guarantee to its banking partners.
- The Bank Guarantee shall provide for payment of any damage to BESCOM, for failure of the selected bidder(s) to meet his obligations under the Contract.
- Detailed instruction will be provided to the selected bidder regarding PBG amount and the calculation procedure at the LOI that will be placed to the selected bidder.

2.8 BID VALIDITY

2.8.1 Bids submitted by Bidders shall remain valid for acceptance for 180 calendar days from the next day of the last date of Bid submission as mentioned in event date. A Bid valid for a shorter period may be rejected by the Purchaser as being non-responsive.

2.9 EARNEST MONEY DEPOSIT (BID GUARANTEE)

2.9.1 The Bidders shall pay an EMD as specified in the Key Events and Dates section through any of the four e-payment modes mentioned in the KPP Portal.

2.9.2 E-payment modes for Tender Processing Fee & Earnest Money Deposit

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)
d) Over the Counter (OTC)

2.9.3 Return of EMD Amount:

a) Earnest Money Deposit paid by the unsuccessful Bidders will be returned as soon as possible after the tender has been finalized.
b) Earnest Money Deposit of the successful Bidder will be refunded after fulfilment of the Performance Guarantee Clause.
c) The deposit towards EMD shall not carry any interest.
d) Permanent EMD will not be considered.

2.9.4 The EMD may be forfeited:

a) If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
b) In case of a successful Bidder fails to sign the Contract or furnish the Agreement within the prescribed date or
c) In case of a successful Bidder fails to furnish the bank guarantee.

2.10 DEADLINE FOR SUBMISSION OF BIDS

2.10.1 Bids must be uploaded in the KPP portal on or before the date specified in the document or the KPP portal. BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.11 MODIFICATION AND WITHDRAWAL OF BIDS

2.11.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by Purchaser prior to the deadline prescribed for submission of bids.

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the

expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

2.12 FORMAT OF BID

a) The bids shall be uploaded in the KPP portal, on or before the last date and time of submission of bids. Bids not submitted through e- procurement portal and non submission of EMD will be disqualified.

b) All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the KPP website.
(www.eproc.karnataka.gov.in).

2.13 CONTENTS OF TENDER DOCUMENT

2.13.1 The services required, bidding procedures, contract terms, etc. are prescribed in the Tender Document. Bidders are expected to examine all instructions, terms & conditions, specifications, annexures, forms and other information in the Tender Document. Failure to furnish any or all information as required or submit a Bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the Bid.

2.14 BIDDER TO OBTAIN INFORMATION

The Bidder shall for all purposes deemed to have independently obtained all necessary information for the purpose of preparing the Bid. The correctness of the details given in the Tender Document is for guideline information only, to help the Bidder prepare the Bid. The cost of visiting the sites shall be borne by the Bidder. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not providing services in strict conformity with scope and special conditions of the contract.

2.15 CLARIFICATION ON TENDER DOCUMENT

2.15.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to Purchaser.

A prospective Bidder requiring any clarification on the RFP Document may submit queries, through email, at the e-mail Address and as per schedule indicated in "Key events and dates". The queries must be submitted in the following format only to be considered for clarification.

Sr. no.	Section no./ Clause no.	Page no.	Description/ Reference/ Subject	Clarification Sought

The queries not adhering to the above mentioned format would not be responded. BESCOM will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in KPP portal. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the Karnataka KPP portal (https://kppp.karnataka.gov.in).

Purchaser will respond by uploading corrigendum if any in the website.
Verbal clarification and information given by Purchaser or employee(s) or representative(s) shall not in any way be binding on Purchaser.

2.16 AMENDMENT OF BIDDING DOCUMENT

2.16.1 At any time prior to the deadline for submission of the Bids, Purchaser may, for any reason, whether at its own initiative or in modify the Tender Document by issue of an addendum/corrigendum.

2.16.2 In addition, Purchaser may issue addendum/corrigendum to the Tender Document to make/reflect amendment(s) in terms & condition or Scope of Work specified in this Tender Document.

2.16.3 Any such addendum/corrigendum will be made available at the Karnataka KPP website. No separate communication in this regard shall be made with any Bidder. It will be the responsibility of the Bidder to regularly visit the website to keep themselves updated on such changes.

2.16.4 No clarification obtained through verbal communication by the Bidders from any officer, agent or employee of the Purchaser or any staff of the Program Management Consultant will be deemed as addendum/corrigendum to the Tender document.

2.17 GENERAL INSTRUCTION FOR BID PREPARATION

2.17.1 The Bidders are advised to submit their Bids complete in all respect. The Bidder shall submit a comprehensive list of attached forms/declarations/certificates etc. in response to Tender Document.

2.17.2 The Scope of Work specified in this Tender Document shall be executed strictly in accordance with the conditions specified in the General Conditions of Contract and other conditions

specified in various sections of this Tender Document. If any of the aforesaid condition is not clear to a Bidder, clarification may be sought from the Purchaser as per the provisions of clause 2.15 (Clarification on Tender Document).

2.17.3 The Bidders must accept all the conditions specified in the Tender Document to facilitate early finalization of Bids. Separate set of commercial conditions (such as Bidder's standard printed conditions) enclosed with the offer and any reference there to may prevent the Bid from being considered by the Purchaser.

2.18 PREPARATION OF BID/PROPOSAL

2.18.1 Bidder shall submit one bid. If Bidder submits more than one Bid, such all Bids shall be disqualified.

2.18.2 The Bid/Proposal as well as all related correspondence exchanged by the Bidders and the Purchaser shall be written in English language, unless specified otherwise.

2.18.3 In preparing their Bid/Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Any deficiencies in providing the information requested may result in rejection of a Bid/Proposal.

2.18.4 The Technical Bid/Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive. Bidder could be attached separate sheet for this.

2.19 FINANCIAL BID/PROPOSALS:

2.19.1 The Financial Proposal shall be directly entered in the KPP portal. It shall list all costs associated with the Assignment/Job, including the various deliverables costs and taxes. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

Bidders are to Enter/Key-In the bid price directly in the KPP portal of GoK, in the financial bid section. This is as per the GOK Circular: ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ: ಆಇ 165 ವೆಚ್ಚ-12/2017 dated 21/3/2017.As per the circular only the price entered/keyed-in the KPP portal is to be considered for bidding purpose and no document uploaded as financial bid is to be considered.

Bidders should not upload the Price bid form in the portal in technical or financial section (there is no provision for upload in financial section of KPP portal.). If bidder uploads financial bid in the technical section such bids will be summarily disqualified.

2.19.2 The best and firm price should only be quoted (as per the format enclosed)

2.19.3 The bidder must quote in Indian Rupees (in INR) only. Bids in currencies other than INR would not be considered and the bid will be rejected forthwith.

2.19.4 The prices offered shall be on a fixed price basis inclusive of all taxes and should not be linked to the foreign exchange or any other variable.

2.19.5 The prices offered should be inclusive of all the deliverables mentioned in Section 6: Scope of work.

2.20 RIGHT OF PURCHASER TO ACCEPT OR REJECT BIDS

2.20.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

2.20.2 The right to accept the Bids in response to this Tender Document will rest with the Purchaser. The Purchaser further does not bind himself to accept and reserves the authority to reject any or all the Bids received without assigning any reason whatsoever.

2.21 BID OPENING

2.21.1 The KPP system allows the Purchaser to download and open the e-submitted bid files from bidders only after the time for opening the bids. The bids will be opened as per dates given in the e-proc portal.

2.22 BID EVALUATION

2.22.1 The evaluation process of the tender, proposed to be adopted by the Purchaser is indicated under this clause.

2.22.2 **Evaluation of Pre-Qualification criteria**

a) First the Pre-Qualification Proposal will be evaluated as per section 3.1 and only those bidders who qualify the requirements will be eligible for next set of evaluations. Technical Proposal and Commercial Proposal of Bidders, who do not meet the Pre-Qualification criteria will not be opened.

b) Documents and required forms uploaded by the bidders as part of the Pre-Qualification criteria will be opened and evaluated for compliance in this stage of evaluation.

2.22.3 **Evaluation of Technical Bid**

Only those Bidders who meets all the pre- qualification criteria stated above, shall be considered Responsive. BESCOM will review the documents of the bidder. Bids that are not substantially responsive are liable to be disqualified at BESCOM discretion.

2.22.4 **Evaluation of Financial Bid**

Only those bidders who are responsive will be considered for financial evaluation. The two bidders who quotes the least rate will be treated as successful bidders L1 & L2 respectively. The

L2 bidder will be asked to agree to accept the L1 rate. If L2 bidder consents to agree for L1 rate, then L2 will be also declared successful and contract will be awarded to both L1 & L2. In case bidder with L2 doesn't consent for the L1 rate, then the bidder L3 will be asked to agree for L1 rate. If L3 consents to agree for L1 rate, then bidder L3 will be declared successful and contract will be awarded to both L1 & L3 and so on.

2.23 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. However, BESCOM reserves the right to negotiate price before awarding the contract.

2.24 AWARD CRITERIA

Letter of Intent (LOI) and Letter of Award (LOA) will be issued by BESCOM.

2.25 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

2.26 NOTIFICATION OF AWARD:

Prior to the expiration of the period of bid validity and extended validity period, if any, Purchaser will notify the successful Bidder in writing, that its bid has been accepted.

2.27 CONTRACT PERIOD

a) The total contract period is 3 years from the date of service as per schedule that will be mentioned in Letter of Award.

b) Contract may be extended for another 2 (Two) years depending on the performance of the service provider on mutual agreement at the same or lesser prices.

c) BESCOM may terminate the contract earlier also, prior to expiry of contract period, with one (1) month notice period if:

- The performance of the service provider is found to be not satisfactory OR
- BESCOM IT project has been withdrawn during contract period OR
- Any other reasons thereof.

2.28 PENALTY AND LIQUIDATED DAMAGES

Transaction Penalty and Liquidated Damage as defined in clause 6.2 are applicable.

2.29 CONSORTIUM AND SUB-CONTRACTING

Consortium, Joint Venture and Sub-Contracting is not Permitted in this Tender

2.30 TERMINATION OF CONTRACT:

In case the service provider fails to complete the work or provide services within the contracted period or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date the Company shall exercise its discretionary powers on any or all the following:

- to recover from the service provider, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above; and
- to avail the services elsewhere, after giving due notice to the service provider on account and at the risk of the Service provider
- to cancel the Contract order
- to forfeit the bank guarantee, if it has been submitted
- to black list or not to consider future offers for a specified period.

2.31 LIMITATION LIABILITY

The vendor's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, or otherwise),shall be limited to the contract value provided, however this limitation shall not apply to any liability for damages arising from a)wilful misconduct or b)indemnification against third part claim for infringement c) or tortuous liability arising out of misconduct or negligence or d) death.
BESCOM shall not be liable to the bidder in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.

2.32 FORCE MAJURE

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract.

2.33 SETTLEMENT OF DISPUTES

a) The parties shall endeavor to settle amicably by mutual discussion, any disputes, differences or claims whatsoever related to this Agreement which do not fall within the purview of Payment

and settlement System Act, 2007. Failing such amicable settlement within thirty (30) days of dispute arising thereof, the dispute shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof.

b) The dispute shall be referred to arbitration by a sole arbitrator mutually agreed upon. Arbitration shall be held in Bengaluru, India. The proceedings of arbitration shall be in English language and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Bengaluru.

c) The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator on its behalf shall be borne by each party itself.

d) The parties shall continue to perform their obligations under the agreement during the arbitration proceedings unless the matter is such that the work cannot possibly be continued until the decision of arbitrator/court, as the case may be, is obtained.

e) Notwithstanding the provisions contained in this agreement, the dispute covered by the provision of the Payment and Settlement System Act, 2007 shall be resolved under the mechanism prescribed under section 24 of the Payment and Settlement Systems Act, 2007 and rules, regulations, instructions issued thereunder.

3. SECTION III: PRE-QUALIFICATION CRITERIA

3.1 Pre –Qualification Criteria

Pre-Qualification Criteria requirements for Selection of Biller Operating Unit for providing online payment services through BBPS platform for BESCOM			
Total Amount Put to Tender: Rs.37,46,73,600/-			
Sl. No.		**Requirement Description**	**Documents to be uploaded**
1	**Technical Criteria**	The bidder should be a registered company in India under relevant company act OR a nationalized/scheduled commercial bank registered under banking act	Valid Registration certificate (issued under Company Act/ Banking Act) Banking partner of BESCOM is exempted from submission of this document.
2		The bidder should be authorized by Reserve Bank of India (RBI) to provide Electronic/Online Payment Services	Copies of the RBI authorization.
3		Bidder should comply PCI-DSS (Payment Card Industry-Data Security Standard)	Copy of certificate issued by PCI Data Security Standards Council to bidder or its service provider shall be uploaded.
4		The bidder should be a BBPOU (Bharat Bill Payment Operating Unit) authorized by the RBI / NPCI and need to be one enlisted operational BBPOU under the Bharat Bill Payment System (BBPS)	Documentary proof such as Certificate issued by the RBI/NPCI
5		Bidder should have delivered the electronic payment services through BBPS platform to at least 5 organizations, which should include at least 2 government DISCOMS in India in last 3 years as on March-2023. And should be an existing operational BOU for any of the government DISCOM.	Workorder/PO/Mandate/ Agreement/DWA by Organizations / Government DISCOMS and along with its corresponding satisfactory completion certificate issued by an officer not below the Rank of Executive Engineer or equivalent.
6		The bidder should have processed at least 2.4 crore online payment transactions per annum through	Self-declaration for having processed at least 2.4 crore BBPS payment transactions

		BBPS platform in any one of last 3 years i.e. 2020-21, 2021-22 and 2022-23.	in any one of last 3 years as part of the above work orders.
7		The Bidder must have valid ISO 27001/27002:2013 or higher certification	Valid Certificate
8		The payment service must offer at least 128-bit encryption SSL (Secure Sockets Layer) for transaction security.	Self-declaration to be uploaded
9		The bidder should have its registered office in India & at least one site office in Bangalore for providing necessary support for e-payment service.	Valid Address proof such as Telephone bill/Electricity bill/GST/PAN etc shall be uploaded.
10		The agency should be an aggregator/scheduled bank and shall have a capacity of in- house software development for the required business solution or can be capable enough to acquire the same from any well-established software solution provider.	Technical Manpower details (Resumes of at least 5 presently working employees with experience of having worked on e-payment solution including development and integration) shall be uploaded
11		The Server capacity of the bidder should be capable of handling minimum 2 crore bill fetch per month and it should be capable of handling 50 lakhs and above payment posting capacity per month.	Self-declaration of transactions processed in any one month during 2023 with breakups to be uploaded.
12		The bidder shall upload self-declaration stating that the firm has not been blacklisted/Defaulted/Disputed in providing services against purchase order placed by any Organization/PSU/Utilities including BESCOM and other ESCOMS of Karnataka as on the date of bid opening	Self-declaration by the bidder stating that they do not fall under this category.

13		Any Bidder from a country which shares land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered." (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	Registration certificate issued by the competent authority, in case the same doesn't apply Self-declaration by the Bidder as per format Specified
14	**Financial Criteria**	The bidder should have an operating profit of more than Rs.200 Crores (Two Hundred Crores) and gross transaction value of more than Rs.1,00,000 Crores (Rupees One Lakh Crores) per annum in any one of the preceding 3 financial years viz., 2020-21, 2021-22 and 2022-2023.	Certified copies of audited Financial Statements (P&L statements, Balance Sheets) duly sealed and signed by CA providing the turn over details. If gross transaction value is not reflecting in financial statements, gross transaction value certified by CA shall be uploaded.
15		The Liquid Assets of the bidder as after NIT date and before last date for submission of bid document, consisting of Cash at bank + Term deposits + Availability of fund based credit facility shall not be less than 250 Crores.	Banker's Certificate duly attested by Qualified CA to be uploaded

4. SECTION IV: SELECTION PROCEDURE

4.1 Bidder Selection:

Only those Bidders who meets all the pre- qualification criteria stated in clause 3.1 will be considered Responsive. BESCOM will review the documents of the bidder. Bids that are not substantially responsive are liable to be disqualified at BESCOM discretion.

Financial bids of the responsive bidders are opened. The two bidders who quotes the least rate per transaction will be treated as successful bidders L1 & L2 respectively. The L2 bidder will be asked to agree to accept the L1 rate. If L2 bidder consents to agree for L1 rate, then L2 will be also declared successful and contract will be awarded to both L1 & L2. In case bidder with L2 doesn't consent for the L1 rate, then the bidder L3 will be asked to agree for L1 rate. If L3 consents to agree for L1 rate, then bidder L3 will be declared successful and contract will be awarded to both L1 & L3 and so on.

5. SECTION V: CONTRACT AWARD

5.1 Letter of Intent (LOI)

Letter of Intent (LOI) will be issued by BESCOM to 2 bidders selected as per clause 4.1. The bidders should submit the below documents within 30 days of issuance of LOI

- Acceptance letter for the LOI.
- Performance Bank Guarantee (PBG) issued by any nationalized bank or scheduled commercial bank payable at Bangalore for an amount equal to 3 days online payment amount of BESCOM collected through BBPS platform based on average collection for last six months or minimum of Rs.19 Cr., whichever is higher as detailed in clause 2.7
- Contract Agreement on appropriate face value of stamp paper as per, Karnataka Stamp Act 1957.

5.2 Letter of Award (LOA)

Consequent to submission of documents by the selected bidders as detailed in clause 5.1, BESCOM will issue a Letter of Award (LOA) to the selected bidders.

5.3 Integration, Demo, Testing and Acceptance

- Selected Bidder(s) has to complete the integration process within 6 weeks from the date of issue of LOA, at its own cost, failing of which, a penalty of 0.5% of the PBG will be levied for a delay of 1 week or a portion there of beyond 6 weeks. If the penalty is more than 10% of the PBG amount, then BESCOM reserves the right to terminate the contract as per clause 2.31. However, such integration time-line will not be applicable in case of Force Majure scenarios.

- BESCOM reserves the right to have demo from the bidder on the process by its designated Officer or other agency to ensure quality and hassle free functioning of collection process and all activities as per BESCOM requirements.

6. SECTION VI: SCOPE OF WORK, SLA and PENALTY

6.1 Scope of Work

The overall scope of work of the BBPOUs (Also referred as Service Provider/Selected Bidder) is to act as an aggregator and provide end to end full range of service to BESCOM and as per laid down guidelines and norms in such cases as established by NPCI and RBI.

The solution must also include any new payment channels and modes that may evolve from time to time in consultation with BESCOM as soon as the same is on-boarded in the BBPS ecosystem with due compliance of relevant guidelines as issued by RBI/NPCI.

The Service Provider is expected to fulfill the following key indicative activities for the BESCOM:

SW1.1	On-boarding of BESCOM on BBPS platform as per guidelines laid down by NPCI. Integration of BESCOM energy billing system (RAPDRP, Non-RAPDRP, IPDS and any other billing applications) with BBPS for energy bill payment/ASD payments and Updation of transaction that are successful at NPCI to consumer account IDs /Connection IDs through APIs provided by BESCOMs.
SW1.2	Multilingual language support.
SW1.3	Transaction handling – Service Provider is expected to enable all feature and functionality of BBPS and not limited to biller search, Bill presentment, bill payments, transaction history etc.
SW1.4	Fund Settlement – The Service Provider (BBPOU) shall comply with all fund settlement related guidelines as laid down by NPCI.
SW1.5	Support – Service Provider shall provide 24*7 supports for resolution of any technical and non-technical issue.
SW1.6	Grievance and dispute management – Bidder should enable an appropriate grievance redressal mechanism SLAs for grievance management as mandated by NPCI.
SW1.7	Complete the necessary integration with BESCOM and ensure communication with aggregator/BBPOU over secure channel.
SW1.8	Provide support and ensure adequate coordination for completion of all the technical and non-technical pre-requisite/formalities for on-boarding of BESCOM on BBPS.
SW1.9	Fund settlement time should always be less than or equal to T+1 (T = Transaction Day)

SW1.10	BESCOM will not bear cost of setup, integration or O&M for the entire contract period irrespective of software service provider.
SW1.11	Service Providers (BBPOUs) are expected to offer these services as per SLA defined in cause 6.2
SW2.0	**Conditions of Project**
SW2.1	The Service Provider should include 100% transactions under NPCI Settlement guaranteed provision and should route overall transactions through BBPS Central Unit System (BBPCU).
SW2.2	The Total consolidated payments collected towards electricity bills to be remitted to the designated non operative bank accounts of BESCOM as per NPCI settlement policy without any deductions.
SW2.3	Centralized MIS in the agreed format must be sent to BESCOM on daily basis for the full fund collected (without any deductions) i.e. MIS to be provided by T+1 day. A Separate portal should be provided with user id password to download the MIS report.
SW2.4	No chargeback is permissible on successful transactions.
SW2.5	To ensure not to update any transactions that is failed at NPCI/COU end. Only successful transactions should be updated to BESCOM server. BESCOM will not refund/cancel any payments/transactions once it is successfully updated to BESCOM server.
SW2.6	Service Provider shall raise invoice on monthly basis to BESCOM for claiming its service charges for providing online payments services. Payment will be made after deducting TDS and penalty as per SLA clause 6.2 for delayed settlements if any.
SW2.7	Service provider who are non-banking institution should have designated nodal account for the purpose of receiving funds pertaining to BBPS service.
SW2.8	To provide portal to use by the BESCOM with user ID and Password to check the transaction status by entering BBPS reference number (whether success or failed) to resolve the consumer complaints. Grievances related to consumer complain communicated by BESCOM should be resolved within Three (3) days.
SW2.9	To have highly secured system for transaction from approved Certifying agency.
SW2.10	The payment service must offer at least 128 bit or latest encryption SSL (Secure Sockets Layer) for transaction security.
SW2.11	The bill details to be fetched and transactions are to be updated in BESCOM's system on real time basis through API. In case of no response from BESCOM server regarding payment updation, repush mechanism has to be enabled. Bidder has to ensure that

	the time gap between every retry/repush should be at least one hour, until success notification is obtained by Service provider as per NPCI guidelines for all such pending transactions.
SW2.12	Service provider shall maintain & preserve the entire data for collection through BBPS during contract period. Time to time security checking may be arranged by BESCOM or other entrusted third party consulting with the technical team of service provider to ensure proper security measure.
SW2.13	The Service Provider will take the responsibility for end to end system integration between bidder & BESCOM's software provider. However, BESCOM will provide necessary support for the integration process between bidder & BESCOM's software service provider. BESCOM's software service provider will also provide all technical & operational support in the form of API/web-services etc. for integration with BESCOM system.
SW2.14	The Service Provider shall not charge any transaction fees to consumers as per NPCI guidelines.

6.2 Penalty for SLA breach and Liquidated Damages

SLA and Penalty	SLA shall be levied for deficiency of service and non-deliverables by service provider are as follows: On receipt of payment in the Nodal account, service provider shall endeavor on a best effort basis to instruct the nodal bank to transmit the payments to BESCOM account within agreed time period. The selected service provider shall transfer collections to BESCOM's designated non-operating account on realization of the funds in the nodal account as per the agreed timeline. Failing which a penalty at the rate of SBI MCLR + 2% per annum on the total defaulted amount for the defaulted period shall be deducted at the time of processing monthly invoices.
Liquidated Damages & Penalty	A Liquidated Damage (LD) will be imposed in case if the service is hampered due to the fault in the part of the service provider, then the Purchaser may without prejudice to all its other remedies under the contract, impose a penalty amount as liquidated damages, a sum equivalent to 0.5% of PBG amount for every 1 day of services hampered until the services are restored subject to a maximum of 10% of PBG amount. Such LD may not be applicable against Force Majure Conditions. Any Liquidated Damage, if involved, the selected bidder is to deposit the amount to BESCOM via DD/NEFT/RTGS otherwise it will be recovered from the outstanding bills / bank guarantee lying/ to be lying with BESCOM. If the penalty amount of liquidated damages exceeds 10% of the total PBG amount, then the Purchaser shall be free to impose any penalty as deemed fit.

	And the Purchaser shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee and/or blacklist the service provider.

7. SECTION VII: PAYMENT TERMS, SCHEDULE and PENALTY

7.1 Payment Terms and Schedule

- The liability for payment to the service provider against the service for BBPS will start only in the subsequent month of the successful transaction and delivery of error free transaction in respect of all kinds of consumers (all tariffs) and generation of all the required periodical reports and submission of all deliverables to Corporate Office.

- Payment shall be made at Corporate Office, BESCOM on submission of invoices in duplicate on calendar monthly basis along with day wise no. of transactions detailed reports certified by the Manager (OPC), Assitant General Manager(OPC), and counter signed by the respective Deputy General Manager (OPC) BESCOM. Payment will be made after deducting penalty for any SLA breached transactions and after deducting taxes as per rules.

- The service provider shall have no claim or reason to stop the services if payments are delayed. No interest on overdue(delayed) payment shall be made under any circumstances.

8. SECTION VIII: GENERAL TERMS and CONDITIONS

GCC 1.0	**Definition of Terms:**
GCC 1.1	The Contract' means the Agreement entered into between Owner/Purchaser & Agency/Firm as per the Contract Agreement signed by the Parties including all attachments & appendices there to & all Documents incorporated by reference therein.
GCC 1.2	Owner/Purchaser' shall mean the Bangalore Electricity Supply Company Limited (BESCOM) & shall include their Legal Representatives, Successors & Assigns.
GCC 1.3	'Bidder/Contractor/Tenderer/Agency/Firm/Service Provider' shall mean the Bidder who's Bid will be accepted by the Owner/Purchaser for the Award of the Works & shall include such successful Bidder's Legal Representatives, Successors & Permitted Assigns.
GCC 1.4	BESCOM Officers' shall mean the Officer appointed in writing by the Owner/Purchaser to act from time to time for the purposes of the Contract.
GCC 1.5	"Application Programming Interface" or "API" means the BESCOM's Application Programming Interface including any related documentations, source code, executable applications and any other materials made available by the BESCOM to service provider for the purpose of integration of BESCOM information with the selected service provider.
GCC 1.6	"Authentication" shall mean the process by which the Customer's id BESCOM is authenticated by the Facility Providers.
GCC 1.7	"Authorization" shall mean the process by which the Issuing Bank and/or the relevant Card Association electronically or otherwise communicate the approval of the charge on the Customer upon receipt of the Customer's instruction in respect of the payment against the Transaction through any Platform.
GCC 1.8	"Bill" would mean and include but not limited to periodic bills, fees, Tax payment, or any other amount that may be collected by the BESCOM (in accordance with the nature of its business) in consideration of the Services rendered by the BESCOM to the Customer.
GCC 1.9	"Business Day" shall mean any day on which the Bank is open for business other than non-working Saturday and Sunday and any days declared as Public Holiday.
GCC 1.10	"Customer Billing Information" means the information provided by the BESCOM either through API and/or in any other manner detailing the Bill identification of the Customer/Bill, amount of the Customer Charge, etc.
GCC 1.11	"Customer"/ "Subscriber"/ "Consumer" for the purpose of this tender shall mean Individual or legal BESCOM consumer who is availing online payment

	facility for the Service of the BESCOM and make the payment through Valid Payment Instrument.
GCC 1.12	"Card Associations" shall mean and include Master Card, Visa, Diners Card, Visa Electron, Maestro, American Express Card, JCB, etc., or any other card association as may be specified by service provider from time to time for enabling credit/debit card transactions.
GCC 1.13	"Mobile Application" shall mean an IVR (Interactive Voice Response), WAP (Wireless Application Protocol), SMS (Short Messaging Service), USSD (Unstructured Supplementary Service Data), ODP (On Device Portal) or NFC (Near Field Communication) based shopping interface developed by the BESCOM, service provider or any third party service provider, which is accessed by the Customer for providing the account details and issuing the payment instructions upon placing the Customer Order.
GCC 1.14	"Net Banking Facilities" shall mean the facilities and services provided by Issuing Banks, which allow authorization (from third party clearing house networks) and settlement facilities in respect of payment instructions initiated by the Customers on their respective Internet Banking websites.
GCC 1.15	"Nodal Bank Account" means a bank account of service provider opened in accordance with the RBI regulations for pooling the funds collected from the Customers on behalf of the BESCOM through BBPS Platform and facilitating the transfer of these funds in final settlement to the BESCOM.
GCC 1.16	"Transaction" means collection of the Consumer bills through BBPS platform.
GCC 1.17	"Transaction Amount" means the Consumer bill amount.
GCC 1.18	'Letter of Award' or 'Letter of Intent' shall mean the Official Notice issued by the Owner/Purchaser notifying the Agency/Firm/ service provider that his Bid has been accepted.
GCC 1.19	'Date of Contract' shall mean the date on which Notice of Letter of Award of Contract has been issued.
GCC 1.20	'Month' shall mean the Calendar Month. 'Day' or 'Days' unless herein otherwise expressed shall mean Calendar Day or Days of 24 Hours each. 'A Week' shall mean continuous period of Seven (7) Days.
GCC 1.21	Writing' shall include any Manuscript, Type written, Computer Generated or Printed Statement, E-mail, under or over Signature and/or Seal, as the case may be.
GCC 1.22	When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', Where Directed', 'When Directed', 'Determined by, 'Accepted', 'Permitted', or Words & Phrases of like importance

	are used, the Approval, Judgment, Direction etc., is understood to be a function of the Owner/Purchaser.
GCC 1.23	The term 'Final Acceptance/Taking Over' shall mean the Owner/Purchaser's written acceptance of the Works performed under the Contract, after successful Commissioning/Completion of Performance & Guarantee Tests, as specified in the accompanying Technical Specification or other-wise agreed in the Contract.
GCC 1.24	Words imparting 'Persons' shall include Firms, Companies, Corporation & Associations or Bodies of individuals, whether incorporated or not.
GCC 1.25	"Bidding Documents" Means Information & Instructions, General Terms & Conditions of Contract, Annexures etc.
GCC 1.26	'Representative' mean authorized person of BESCOM who has been assigned with the Job.
GCC 1.27	Terms & Expressions not herein defined shall have the same meanings as are assigned to them in the Sale of Goods Act (1930), Indian Contract Act (1872) & General Clauses Act (1897) including Amendments thereof if any.
GCC 2.0	**General Terms:**
GCC 2.1	Changes, if any, in the bid document, shall be made only through KPP portal.
GCC 2.2	BESCOM reserves the right to review the bidder's capability and capacity to perform the work before awarding the Contract, without assigning any reason whatsoever.
GCC 2.3	BESCOM reserves the right to divide/ split/ modify/add/cancel the entire contract during placement of Contract without assigning any reason whatsoever.
GCC 2.4	The service provider shall not sub contract/ lease any part of this contract without the written permission from BESCOM. The liability or obligation under the contract will remain fully with the service provider and is responsible for all acts.
GCC 2.5	Decision of BESCOM on all matters shall be final & binding on the bidders.
GCC 2.6	The bidder has to furnish all the information as required regarding their offer.
GCC 3.0	**Statutory Obligations:**
GCC 3.1	Statutory obligations as per law of the land are to be complied with, by the service provider. Workmen's Compensation Act 1923, the Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds and Miscellaneous Provisions Act 1952, Employees‟ State Insurance Act 1948, Payment of Wages Act 1936, Information Technology Act 2000 etc. and rules

	made there under for every act, are to be dealt with by the service provider as per relevant act and the financial obligation/s arising out of statutory obligations would be entirely on service provider's account and BESCOM will not be responsible on this score for any reason whatsoever.
GCC 4.0	**Escalation Matrix:**
GCC 4.1	• The successful bidder will have to provide well-defined escalation matrix for work as well as services. • Mode of intimation to the single point of contact via e-mail, letters or by any means possible according to the escalation matrix.
GCC 5.0	**Cost Escalation:**
GCC 5.1	BESCOM is not responsible for any of the cost escalation arising if any during the period of contract.

9. SECTION IX: FORMS

Form 1: Bidder's Organization details

(To be uploaded on the Letterhead)

Sr. No.	Particulars	Details
1.	Name of the Bidder organization	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/ Pvt. Ltd)	
4.	Details of Incorporation of the Company	Date:
		Ref. #
5.	Details of Commencement of Business	Date:
		Ref. #
6.	Valid GST registration no.	
7.	Permanent Account Number (PAN)	
8.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
9.	Telephone No. (with STD Code)	
10.	E-Mail of the contact person:	
11.	Fax No. (with STD Code)	
12.	Website	

Yours faithfully,

Authorized Signature [In full and initials]
Name and Title of Signatory:
Company Name: Company Seal
Address:

Place:
Date:

Form 2: Letter of Authority

(On Non-Judicial Stamp Paper of appropriate Value)

KNOW ALL MEN BY THESE PRESENTS THAT I, …… a Company incorporated under the Companies Act, 1956 (or equivalent Act/Law in case of Foreign Bidders) and having its registered office at …… (hereinafter referred to as "the Company") has been authorized by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company. Whereas I consider it necessary and expedient that …… of the Company be given the authority and power to sign Tender, Contract, Deeds and Instruments including amendments in connection with Tender for **"Selection of Bidder for providing online payment services to BESCOM through BBPS platform"** floated by Bangalore Electricity Supply Company Limited (BESCOM/BESCOM) vide Tender Notice no ……..

I accordingly hereby nominate, constitute and appoint above named…….. severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

I, the Executant do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITNESS where I, …….. has executed these presents this the …… day of …… at ……

……..

Specimen Signature of Attorney	Signature of Executant
Name:	Name:
Designation:	Designation:
……..	……
Specimen Signature of Attorney	Signature of Executant
Name:	Name:
Designation:	Designation:
……..	……..
Company Seal:	Company Seal:
Date:	Date:
Place:	Place:

Form 3: Proforma for Performance Bank Guarantee

Performance Bank Guarantee (For or Contract Performance Guarantee)

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee no…… Date: / /

To,
General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
5th Floor, Belaku Bhawan, K R Circle , Corporate Office,
Bangalore-560001, Karnataka, India

Dear Sir,

In consideration of the.... *[Purchaser's Name]* …….. (Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assignees) having awarded to M/s …….. *[Contractor's Name]* …….. with its Registered/Head Office at..... . (Hereinafter referred to as the 'Contractor'), which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the *Purchaser's* Letter of Acceptance no. ..... dated ..... and the same having been acknowledged by the Contractor, for …….. [Contract sum in figures and words] for ……. *[Scope of Work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ten percent (10%) of the Contract Price of the aforesaid work under the Contract to the Purchaser.

We..... [Name & Address of the Bank]…..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Contractor to the extent of ..... ……. (*) ..... as aforesaid at any time up to..... (@) ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till ……[day/month/year] whichever is earlier.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to

time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities.

Our liability under this Bank Guarantee shall not exceed ……..

This Bank Guarantee shall be valid up to and including ……

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Purchaser serve upon Bank a written claim or demand within ninety (90) calendar days from the above mentioned expiry date of validity or, from that of the extended date.

Dated this…….. day of …….. 2020 at……..

WITNESS

…….. ……..

(Signature) (Signature)

…….. ……..

(Name) (Name)

…… ……..

(Official Address) (Designation with Bank Stamp)

Attorney as per with Power of Attorney no……..

Note: The Stamp paper of Rs.200/- value shall be purchased in the name of guarantee issuing Bank.

Form 4: Declaration on not being blacklisted/defaulted

(To be submitted on the Letterhead of the Company)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
3rd Floor, Belaku Bhawan, K R Circle , Corporate Office,
Bangalore-560001, Karnataka, India

Dear Sir/Madam,

We confirm that our company is not blacklisted/ Defaulted for any fraudulent actions by ESCOMs or by any state/central Government institution or any Public Sector Organization.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature

Name & Designation

For and on behalf of

(Name of Applicant or Bidder)

Company Seal:

Place:

Date:

Form 5: Declaration of Acceptance of Terms and Conditions in RFP

(To be submitted on the Letterhead)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
5th Floor, Belaku Bhawan, K R Circle , Corporate Office,
Bangalore-560001, Karnataka, India

Sub.: "[Insert Tender Name]".

Dear Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP document [Tender no. ……..] for [Tender Name].

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name: Company Seal

Address:

Place:

Date:

Form 6: Letter of Proposal Submission

(To be submitted on the Letterhead)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
3rd Floor, Belaku Bhawan, K R Circle , Corporate Office,
Bangalore-560001, Karnataka, India

Dear Sir/Madam,

We, the undersigned, offer for [insert tender name], in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes

a) Financial Proposal
b) Technical Proposal
c) EMD of the prescribed amount (paid online as defined in the KPP platform)
d) Bid processing fee of the prescribed amount (paid online as defined in the KPP platform)

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the price bid quoted. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name: Company Seal

Address:

Place:

Form 7: BANKER CERTIFICATE

EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

This is to certify that, (name of the firm)----------who have submitted their bid to the General Manager(F&R), Corporate Office, BESCOM, Bangalore -560001 against their tender specification vide Bid Enquiry No:----------(Nominclature of the tender) is our customer for the past -------years, their financial transactions with our Bank has been satisfactory. They enjoy the following fund based and non-fund based limits, LC and other credit facilities with us against the extent of utilization as on date is indicated below.

Sl No	Type of facility	Sanctioned limit as on date------	Utilization as on date-----
1			
2			
3			
4			

This letter is issued at the request of M/s----------

Date: Signature----------

Place:

Name of Authorised signatory----------

Designation----------

Name of the Bank ----------

Seal of the Bank

Form 8: Format for CV of candidates

Sr.	Attribute	Remarks
1.	Proposed position	
2.	Name of Candidate	
3.	Date of Birth	
4.	Profile Experience details	
5.	Employment Record	1) Employer: From: *(month/year To month/year):* Position held: Role & Responsibilities:
6.	Other training or Certificate (*indicate significant training / certification which are relevant for this*	
7.	Nationality	
8.	Language (Speak/ Read/ Write) *(Preference give to Kannada speaking)*	
9.	Education (indicate college/university and other relevant specialized education of staff members, giving names of institutions, degrees obtained and year of completion)	
10.	Membership and professional association	
11.	Details of relevant projects where staff has worked in the area of Statistics/Analytics/Statistical Inference with a proven experience in analytics domain in any of the reputed global MNCs & IIM/IIT etc	Project 1 Name: Project Detail: Employer: Position Held (from month/year-to month/year): Individual's Role & Responsibilities: Individual's Deliverables:

		Project N Name: Project Detail: Employer: Position Held (from month/year-to month/year): Individual's Role & Responsibilities: Individual's Deliverables: Key Achievements:
12.	Authorized Signatory	
13.	Date & Place	
14	Stamp of firm	

Form 9: Price Bid Form

The Price Bid Form should be entered/Keyed in the KPP portal in financial bid section. Please refer to section 2.19 of this document.

Total Price for processing online payments for 3 years through BBPS platform including GST (Column E) arrived based on bidder's transaction quote rate (Considering approximately 36,00,000 transactions per month) as per calculation showed in the table below should be entered/Keyed in the KPP portal in financial bid section.

Price bid for processing BBPS transactions for a period of 3 years				
Unit Online Payment Processing Fee excluding GST (in Rs).	**Estimated Total Number of Online Payments to be processed through BBPS per month**	**Estimated Price for processing online payments for one month (in Rs).**	**Estimated Total Price for processing online payments for 3 years excluding GST (in Rs).**	**Estimated Total Price for processing online payments for 3 years including GST (in Rs).**
A	**B**	**C = A * B**	**D = C * 36**	**E = D + GST**
	36,00,000			